

REQUEST FOR PROPOSALS
RFP# CLC-2005-0225

Issue Date: February 25, 2005

Title: Tax Exempt Motor Fuel Card

Commodity Code: 94635

Issuing Agency: Department of General Services
Procurement Unit
215 Governor Street
Richmond, Virginia. 23219

Using Agency And/Or Location
Where Work Will Be Performed: Phase I Statewide
Phase II Public Bodies

Period of Contact: From Date of Award through an initial two year period with options to renew.

Sealed Proposals Will Be Received Until Thursday April 7th 2005 at 2:00 PM. For Furnishing Services Described Herein.

All Inquiries For Information Should Be Directed to:

Christopher Cole, C.P.M.
Phone: (804)786-4538
Fax: (804)786-1593
E-mail: christopher.cole@dgs.virginia.gov

No questions will be answered by phone. All questions are due by 2:00 PM on or before Thursday March 10th 2005 and will be answered by an addendum no later than Friday March 18th 2005. The addendum will be posted on the VBO and it is the responsibility of the Offeror to download the addendum.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

DGS Procurement Services Unit
Attn: Christopher Cole, C.P.M.
215 Governor Street, Ground Floor
Richmond, Virginia 23219

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Zip Code: _____ Title: _____

FEI/FIN NO. _____ Phone : (____) _____

E-mail: _____ Fax: (____) _____

OPTIONAL PRE PROPOSAL CONFERENCE: There will be an optional pre-proposal conference held on Wednesday March 16th 2005 at 10:00 AM in the DPS Training Room 3rd floor located at 805 East Broad Street Richmond, Virginia 23219.

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for a tax exempt motor fuel credit card program for the purchase of gasoline, oil, automotive products and repair services at participating services stations and VDOT locations.

II. BACKGROUND:

Department of General Services/Office of Fleet Management Services (DGS/OFMS) currently contracts with a national fuel card vendor to offer state and local governments a cost effective program which provides electronic fuel card transaction data and an electronic computer based fuel management program. The successful offeror must provide a program at least equal to the existing program considering the number of accepting merchants and the number of participating tax exempt sites within the Commonwealth of Virginia along with program designed to manage out-of-state transactions. In addition the successful vendor will provide a user friendly web based system to provide access for authorized state agency personnel, and other state governmental entities, to only their respective fleet fuel data.

III. STATEMENT OF NEEDS:**A. PROPOSED USERS OF THE PROGRAM:**

The current fuel card program has multiple features and these same features are desired with this new card program, see section D of the Statement of Needs. The fuel card is used by state agencies at VDOT locations and pumps and retail outlets for petroleum products. The current card also allows for convenience store products and bay services at the retailer site. Currently there is only one local government that uses the card program due to contract restrictions. The new card program will be a 2 phase scenario, Phase I implementation with state agencies and Phase II implementation with other public bodies that may wish to participate.

B. FUEL PRICING FOR THE CONTRACT:

It is the desire of the Commonwealth to enter into a contract based on the Oil Price Information Service (OPIS) wholesale rack pricing or a similar pricing structure. The following is an explanation of the OPIS pricing structure: It is understood by the Commonwealth that the OPIS pricing will be the minimum price of fuel categories.

OPIS is the most widely accepted fuel price benchmark for supply contracts and competitive positioning. It's used as the benchmark price by the world to buy and sell U.S. gasoline, diesel, LP-gas, jet fuel, crude, propane, feedstock, resin, kerosene, and MTBE.

OPIS is relied on as the benchmark because OPIS remains completely unbiased and independent. OPIS has no stake in fuel transactions, is not funded by oil industry initiatives, and strictly adheres to antitrust guidelines determined by independent legal counsel.

OPIS Wholesale Rack Pricing Methodology**Anti-Trust Policy**

For more than twenty years clients have trusted OPIS to adhere to strict anti-trust guidelines in collecting and distributing sensitive oil pricing data. With oil prices under increasing scrutiny, OPIS recognizes that suppliers cannot afford even the slightest perception of price sharing or price signaling. That's why OPIS does not provide price notification and messaging services for suppliers and embargoes release of all rack pricing data until after the changes become effective to customers.

Price Collection

Every day, including Saturdays, OPIS updates its wholesale terminal prices from hundreds of sources via computer, fax and phone. Some suppliers confirm prices directly using the same pricing messages their customers receive. For many other suppliers, prices are collected from their customers who OPIS deems are reliable sources.

Data Integrity

Verification of prices is done using documents provided by either the supplier or customers. Multiple sources are required for prices received via customer channels. In order for a supplier's price to be added to OPIS rack coverage, their price and the consistent supply of barrels at that location must be verified with multiple customers. It must also be a wholesale terminal rack price and not a commercial or consumer end-user price; this avoids mixing classes of trade and misrepresenting true wholesale postings and averages.

OPIS uses several levels of automation to make sure prices that have not changed at usual intervals are fresh. If a price has not changed in 48 hours, it is electronically flagged and a pricing specialist is alerted so as to track down whether the number still represents an active and meaningful listing. OPIS specialists pinpoint prices that are outside specified reasonable parameters to avoid displaying inactive prices where product may not be available or where special circumstances may dictate that the number is not representative of where most wholesale commerce is taking place.

Time stamp

8:00 a.m. (EST) OPIS wholesale terminal prices for gasoline, distillate, and other products are updated and ready for release.

10:00 a.m. (EST) OPIS contract summary data used for benchmarking is available. This file is delayed to allow time for further verification to ensure the integrity and accuracy of all the prices before the information is calculated. The contract data includes the Contract Average which is a gross price that OPIS has had since 1995. As of April 1, 2004, we added a Contract Low and Contract High as well as Contract Net Average, Contract Net Low and Contract Net High pricing. Branded and Unbranded numbers are also available as Contract prices. The contract data is frozen for 24 hours to allow customers to reconcile exchanges, sales, or other benchmark deals. The contract summary data is also archived. The reason OPIS created the Contract summary data is that OPIS updates price moves throughout the day and publishes them on demand for clients.

6:00 pm (EST) OPIS archives the closing rack price database for that business day. The current day's history is available the next business day. The OPIS rack history database is the largest of its kind and dates back to December 15, 1980.

Price Dissemination

OPIS provides two wholesale pricing formats for gasoline and distillates - the OPIS Standard Display and the OPIS Terminal-Specific Display. Terminal specific prices date back to 1996, when OPIS purchased Computer Petroleum (CPC). This format includes multiple-supplier listings for individual cities, even if a supplier consistently posts the same price at multiple terminals in a given metropolitan area. OPIS Terminal-Specific Display includes all terminal locations for any rack city to provide full supplier coverage.

The OPIS Standard Display dates back to 1980 and generally includes one price per supplier for an individual city. OPIS Standard Display selects only one terminal location per supplier based on the location where product is priced the most competitively and where the majority of customers in a particular city lift barrels. This allows the OPIS contract summary data, especially the contract average, which is widely used as a benchmark, to have a consistent methodology and avoid being manipulated by a supplier in a given city. OPIS verifies this data each day to ensure consistency and accuracy in calculating contract averages for benchmark purposes.

Additional Price Discovery

Due to increased market volatility OPIS offers additional daily pricing services to enhance price discovery:

- 1 Out of Product
- 2 Intraday Moves
- 3 Early Evening Updates

Out of Product

Pricing specialists communicate with suppliers and/or customers to confirm out of product designations, where a product may not be available for more than 24 hours. Postings which meet this criteria will be designated "out-

of-product" with an "o" next to the listing. Because of the particularly complicated nature of the oil distribution system, OPIS will only denote "out-of-product" where supply is out for at least 24 hours. Products tagged with an "o" will not be part of the OPIS lows, highs or averages, a policy OPIS has adopted for a long time to avoid potential skewing of benchmarked wholesale numbers.

OPIS clients can take advantage of the "out of product" designation by:

- 1 Sorting the rack feed on the "o" footnote next to a supplier or, by simply looking at the footnotes in your daily feed.
- 2 Getting a daily "out of product" report to use alongside a rack feed to monitor those suppliers who are designated out of product each day.

Intraday Moves

Due to increased market volatility, suppliers may sometimes change wholesale prices more than once a day. In these cases, OPIS offers an Intraday Move report which details intra-day moves not part of the usual 12:01 A.M. or 6:00 P.M. time frames for updates. In strictest compliance with anti-trust guidelines, OPIS only releases these prices after their specific effective time of change.

Early Evening Updates

More and more suppliers have changed their effective time for price moves from midnight-to-midnight to 6pm-to-6pm for mostly unbranded product. OPIS tracks these prices to give you an early update on the direction of the marketplace.

C. HOW THE NEW PROGRAM WILL BE UTILIZED:

There will be 3 levels of services tracked using the new card to be administered by the state agency or public body. The Department of General Services will develop a policy in conjunction with the fuel card provider that works similar to the Commonwealths Small Purchase Charge Card Program, (SPCC). The SPCC program allows for a program administrator to be assigned at the each state agency or public body location. The program administrator via a web based interface can add and delete fuel cards, print out monthly billing, update fuel card information and turn on and off features on the fuel card. It is not the intention of the Commonwealth to purchase any hardware or software to make this program work. The successful Offeror shall provide all of these features with a web based interface that functions and has the same security as any other charge card web site. The system needs to accommodate a minimum of 500 program administrators.

DGS and the successful Offeror shall develop a policy that defines how cards are added to the system and deleted from the system, and how fuel invoices are to be reconciled and paid. The policy will also address turn on features with the card. The primary intent of this fuel card program is to purchase fuels and limit bay and convenience retail services. The feature to restrict the card to fuel use only is critical. The fuel cards are assigned to the vehicles and not individuals and will continue this way. The Offerors program needs to associate the fuel card with the vehicle registration number.

D. CARD FORMATING AND FUNCTIONS:

1. Card Format

- Contractor shall provide a card designed for the Commonwealth of Virginia; the design shall include the following:
- The name of the state agency or the name of the public body on the face of the card, and any other distinct feature that the Contractor may choose to use, with the issuing office's approval.
- The phrase FOR OFFICIAL USE ONLY shall be printed on the face.
- The phrase TAX EXEMPT
- The account number, card number, expiration date shall be printed on front
- Product and/or prompt restriction codes printed on the back

2. Data Capture

Card to be capable of capturing data at fueling site through either a point-of-sale (POS) terminal or other means.

Will need to capture the following information:

- Date of transaction
- Time of transaction
- Card number
- Account number
- Fuel type
- Quantity of fuel dispensed
- Fuel price
- Vendor / Location of purchase
- Commodity purchases
- Total price
- Vehicle mileage

3. Control Restrictions

When a Program Administrator is applying for a new card, industry restrictions must be turned “On” with the Fuel Services Only option defaulting to off, this option will always be available. These restrictions are based on merchant industry codes. The restrictions are:

- Fuel Services Only
- Fuel/Oil
- Repair Services
- Convenience store
- VDOT Pumps

Program Administrators will have the ability to remove these restrictions.

4. Card Controls

a. Purchase Control Limits

- Transaction Limits
- Number of transactions a day
- Daily Limits

b. Comprehensive Purchasing Options

- Fuel purchases only
- Fuel and Maintenance Only
- Purchasing Only
- VDOT pumps

5. Functionality and Flexibility

- With a single account with a state agency or public body, cards can be assigned to vehicles
- Purchases can be controlled through an assigned number.
- Purchases can be limited by product (fuel, maintenance, other products), number of transactions per day, and/or dollars per day/month.
- Set different daily/monthly limits for fuel and maintenance (Ex: Not more than \$50.00 per day for fuel and not more than \$300.00 per month for maintenance).
- Option to block after hour purchases

E. AGENCY PARTICIPATION AND TRAINING

State agencies, institutions or political subdivisions may be added to the Program by written notice to the Department of General Services who will in turn contact the contractor. The notice will provide the Contractor with the agency name and address and the name and telephone number of the Program Administrator. Upon notification that an agency has been added to the contract, the Contractor shall establish an account for that agency.

Explain billing procedures to the Fiscal Office and the Program Administrator, as well as the financial responsibilities and past due account procedures; and

Identify reports desired by the Program Administrator/Fiscal Officer.

F. CUSTOMER SUPPORT

The Contractor shall provide customer support to the Program Administrator and Fiscal Officer; this support should include, but not be limited to the following features:

1. Toll free telephone assistance number(s) and a toll free telephone number to report lost or stolen cards, etc;
2. The number and titles of the customer account representatives who will respond to cardholder or agency inquiries concerning billings or service;
3. Customers can browse through a variety of data on their account: unbilled transactions, month-to-date exceptions, vehicle information; and
4. In addition to working with the Customer Service Center, the customer may, at his/her option, perform the following functions online: Add vehicles, Block cards, Issue new/replacement cards, Update driver/vehicle information, Update organizational information (names, descriptions, addresses), Adjust purchasing parameters.

G. QUESTIONED ITEMS AND CHARGEBACKS

The Offerors shall propose detailed methods for handling questions concerning charges on a statement. Provisions for handling questioned items should include how to:

1. Handle questioned or disputed charges appearing on the statement;
2. Credit the agency's account, pending the resolution of the questioned or disputed item; and
3. Process charge-backs for items resolved in the agency's favor.

H. CHANGES IN CARDHOLDER OR AGENCY ACCOUNTS

A participating State agency's Program Administrator may request changes to information in an agency cardholder's account. Such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name; cardholder's billing address or telephone, termination or nonrenewal of a cardholder's account. The Offerors must propose a timeframe between receiving a request for change in a cardholder account or agency master account and accomplishing the change.

I. LOST OR STOLEN CARDS

The cardholder and/or Program Administrator will immediately report lost or stolen fuel cards to the Contractor.

Such reports will be in writing or verbally with written follow-up. The Contractor should provide for immediate cancellation and emergency issuance of a replacement for the reported lost or stolen card.

The Offerors must specify the timeframe between receiving the report of a lost or stolen card and mailing a replacement card.

J. CARD TERMINATION

The Program Administrator of each participating agency, institution or political subdivision will immediately notify the Contractor of card termination or cancellation. This notification will be made in writing or verbally with written follow-up. Upon notification the Contractor shall immediately cancel that cardholder's or work group's account.

K. PROGRAM ENHANCEMENT

Contractor must have an established program to recruit new businesses for inclusion in the fuel card program when notified by an agency that the Contractor's card is not accepted. Offerors must describe in their proposal their program for recruiting new businesses to including small, women owned, and minority owned businesses.

L. BILLING

Billing shall be provided on a monthly basis or billing cycle with statements provided to whomever the agency Program Administrator identifies, including but not limited to, the following:

1. Program Administrator.
2. Agency Fiscal Officer.

Offerors shall also describe its policies governing the timing of vendor billings relative to the delivery of goods and services. Offerors shall also describe its ability to produce electronic billings.

M. LATE CHARGES

If late charges are part of Offeror's proposal, they must be described in full detail, including their amount, how and when the charges would be invoked, and how the charges would be billed.

N. CARDHOLDER INFORMATION

The Contractor shall not sell or distribute a list of participating agencies and institutions addresses, or any other information to any person, Contractor, or other entity for any purpose.

O. ELECTRONIC COMMERCE

The Commonwealth of Virginia desires to use the fuel card to perform the procurement function in the electronic environment (World Wide Web). The Commonwealth has electronic signature laws (Code of Virginia § 59.1-467 - § 59.1-469, available from <http://leg1.state.va.us/lis.htm> by searching the Code of Virginia) that require the use of electronic signatures while performing electronic commerce.

Offerors shall describe experience with electronic commerce, electronic signatures and present a plan to assist the Commonwealth developing electronic commerce.

P. TAX EXEMPTION

The Offeror must have the ability to exempt federal and local taxes from which the state is exempt using the fuel card at commercial fueling sites (gas stations).

Provide tax exempt invoices to all state entities including non-statutory governments. Offeror must be able to deduct exempt federal excise tax from all fuel transactions.

Proposals must include an explanation of how the Offeror proposes to provide tax exemption on all motor fuels to include; gasoline, diesel, ethanol, compressed natural gas, propane, biodiesel and other fuels designated as alternative fuels by the U.S. Department of Energy.

Q. FUEL TYPES

Fuel types to be included in this agreement and made available for consumption are:

1. Gasoline, all grades
2. Diesel
3. Ethanol

4. Compressed natural gas
5. Propane
6. Biodiesel and other fuels designated as alternative fuels by the U.S. Department of Energy

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL PROPOSAL REQUIREMENTS

1. **RFP Response**: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (6) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- e. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to DGS. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of DGS and may or may not be conducted.

B. SPECIFIC SUBMISSION REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that DGS may evaluate the Offerors capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

The return of the RFP cover sheet, and all addenda acknowledgments, if any, signed and filled out as requested;

1. Completed Data Sheet (Attachment B) and other specific items or data requested in the RFP;
2. A written narrative statement including:
 - a. Qualifications of Offeror to provide the services described in the Statement of Needs. The following information and/or material must be provided.
 - (1) The experience in providing fuel card services described herein; and
 - (2) The latest audited statements, annual or quarterly reports, rating from a nationally recognized credit rating organization or any other acceptable proof of financial responsibility.
 - (3) Provide a list of your Virginia vendors that accept your fuel card.
 - (4) List of merchants participating in tax exemption program
 - (5) List of merchants who provide service other than fuel
 - (6) Describe the process by which the Offeror will integrate state owned fuel facilities into your system electronically
 - (7) Describe the process by which the offeror can add additional vendors/fuel facilities.
 - (8) Describe the process by which the offeror can add additional vendors/fuel facilities

4. Technical and Implementation Plan

Describe your proposed implementation plan to include:

- 1) A sample project plan which provides detailed and comprehensive timelines for tasks and production of deliverables, resource allocations milestones and proposed meeting/conference call schedules.
- 2) Provide an Organization Chart for the project.
- 3) Provide the Name, Address, Telephone Number and E-mail address of the primary point of contact for this project.
- 4) Address the accessibility (ability to meet the primary point of contact) on 24 hour notice.
- 5) Describe the responsibilities of all assigned staff members.
- 6) Provide the names, resumes and geographical location of proposed staff

Address the following technical requirements:

- (1) Specific plans , please address the following:
- (2) Provide electronic card access for all fuel types throughout the Commonwealth of Virginia.
- (3) Provide timely and accurate fuel transaction data electronically
- (4) Provide Office of Fleet Management an electronic Microsoft Access database file monthly containing all records in the current monthly billing cycle.

- (5) Provide vehicle specific fuel cards
- (6) Interface fuel cost data with existing operating systems currently in use
- (7) Include fuel data as part of vehicle life cycle cost
- (8) Demonstrate reduced administrative costs for user entities
- (9) Provide, at a minimum, electronic three tier billing capability
- (10) Provide fuel card security via driver identification numbers
- (11) Describe card replacement procedure
- (12) Provide a list of merchants who accept Offerors fuel card.
- (13) Provide a method to set transaction limitations based on individual vehicles
- (14) Electronic enrollment capability
- (15) Provide web based access for state program administrators
- (16) Provide regular monthly reports electronically
- (17) Provide customized reporting as requested
- (18) Provide 24/7/365 customer service 800 number
- (19) Provide access to 12months(minimum) previous fuel transaction data
- (20) Ensure that their system is compatible with existing state private site electronic card readers and software currently in operation.
- (21) List electronic card reader systems compatible with Offerors system
- (22) Provide training for selected state employees who will use the system

Please provide a brief outline describing the procedure used to accomplish each of the technical requirements listed in sequence with the items listed above

Copies of any forms, letters and billing formats which must be completed in connection with this program.

Description and samples of management and other reports that can be provided to participating agencies, institutions, and political subdivisions and the Department of General Services. The central agencies of the Commonwealth will request management information on a statewide basis which will provide, but not be limited to, the information required in Section VI. The Contractor must have the capability to transmit reports by hard copy, all magnetic formats (tapes, disk etc.) or by file transfer protocol. Include media in which these reports are available and charges for these reports, if any.

- Proposed fees, if any.
- Small, Women-owned and Minority Business Participation Information: The Offeror must submit the following three sets of data for small business, women-owned business, and minority-owned business: (1) ownership, (2) utilization of small, women-owned, and minority businesses for the most recent 12 months, and (3) planned involvement of small businesses, women-owned businesses, and minority-owned businesses on the instant procurement.

IV. EVALUATION CRITERIA:

Proposal shall be evaluated using the following criteria:

	<u>Weight</u>
1. Technical and implementation plan addressing the items defined above	30 points
2. A written narrative statement addressing the items defined above	25 points
3. Proposed fees, if any.	20 points

- | | | |
|----|-------------------------------|-----------|
| 4. | References and qualifications | 15 points |
| 5. | SWAM subcontracting plan | 10 points |

V. REPORTING AND DELIVERY INSTRUCTIONS:

Utilization of Small Businesses and Business Owned by Women and Minorities:

1. The following reports shall be submitted to the purchasing agency:
 - a. **Periodic Progress Reports/Invoices (Monthly):** The Contractors will include a report on involvement of small businesses and businesses owned by women and minorities to the Contract Monitor, Department of General Services, Procurement Unit, 215 Governor Street, Richmond, Virginia 23219, Attention: Don Rainey, Director. This report will specify actual dollars expended year to date with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.
 - b. **Final Actual Involvement Report (Yearly):** The Contractor will submit, prior to completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract to the Contract Monitor, Department of General Services, Procurement Unit, 215 Governor Street, Richmond, Virginia 23219, Attention: Don Rainey, Director. At a minimum, this report shall include for each firm contacted with and for each such business (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: (Small-Women-owned or Minority-owned)

Firm Name, Address And Phone Number	Type Goods/ Services	Actual Dollars	Planned Dollars	% of Total Contract
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total for Business Class		<hr/>	<hr/>	<hr/>

VI. REQUIRED TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their offers, the offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the

basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their offers, offerors certify that their offers are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their offers, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their offers, offeror certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs

Failure to submit an offer on the official state form provided for that purpose shall be a cause for rejection of the offer. Modification of or additions to any portion of the Invitation for Offers may be cause for rejection of the offer; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a offer as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of an offer which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later

than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate

penalties may be assessed in lieu of withholding such payment.

- K. PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFEROR:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any offer if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE:** By signing and submitting an offer or proposal under this solicitation, the offeror or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations.)	\$1,750,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <i>Code of Virginia</i> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- R. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or

advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror or contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

VII. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this offer, no indication of such sales or services to the Commonwealth of Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services
- B. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period
- C. ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification
- D. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement
- E. AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated
- F. OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 90 days. At the end of

the 90 days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled

- G. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation
- H. IDENTIFICATION OF OFFER/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed offer/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror/Offeror	Due Date	Time
Street or Box Number	IFB No. /RFP No.	
City, State, Zip Code	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation. If an offer not contained in the special envelope is mailed, the offeror or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the offer or proposal to be disqualified. Offers may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other offers should be placed in the envelope

- I. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
1. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
 2. Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment
- J. OPTIONAL PREOFFER/PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held on Wednesday March 16th 2005 at 10:00 AM in the DPS Training Room 3rd floor located at 805 East Broad Street Richmond, Virginia 23219. The purpose of this conference is to allow potential offerors/offers an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting an offer, offerors who intend to submit an offer are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

- K. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for one year / 5 successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration

VIII. PRICING SCHEDULE:

Pricing should reflect a one time set –up charge and then a continuing management fee to support the account based on the number of active cardholders.

If the number of active cardholders exceeds the agreed upon top limit, then the Commonwealth and the Card merchant can revisit the negotiated management fees.

IX. ATTACHMENTS:

- Attachment A – Security Form
- Attachment B – Vendor Data Sheet
- Attachment C – Price Worksheet

ATTACHMENT A:
Security Requirements for all Offerors and Employees of Offerors

- A. All Offerors and employees of Offerors shall have photo-identification passes issued by the Capitol Police. These photo-identification passes shall be in clear view on the Offerors and employees of Offerors at all times when working on the Capitol Complex. The Capitol Complex is defined as all buildings and grounds areas in the Richmond area under the oversight of the Bureau of Facilities Management and patrolled by the Virginia Capitol Police. These photo-identification passes are issued after a security clearance is performed by the Virginia Capitol Police. The following conditions are reason for rejecting security clearance for a Offeror and/or Offeror's employees:
- A misdemeanor conviction in the past five (5) years
 - A felony conviction in the past ten (10) years
 - Any sex offense conviction
 - Violent crime conviction in 20 years
 - Outstanding warrants
 - Pending charges
 - Other conditions and/or circumstances to be determined by the Capitol Police
- B. Each employee who has access to the buildings after hours and on holidays shall complete and submit to the Virginia Capitol Police one personal information form to be specified by the Virginia Capitol Police. The Virginia Capitol Police shall provide this form. Personal information forms shall be updated at least every two years. This form is also available in Spanish.
- C. The following information shall be provided by the Offeror's employee/s to Virginia Capitol Police for processing of the security clearance, a valid social security number issued by the Federal Government or a valid I-9 issued by the INS, and a local, state or federal government issued picture ID from the United States of America. Each employee of the Offeror will be required to sign a consent form with the Virginia Capitol Police. The Offeror cannot sign this form for the employee.
- D. Each individual shall also have his photograph taken by the Virginia Capitol Police. These photographs shall be used for identification purposes, including the making of photo identification pass.
- E. Photo-identification passes shall be worn at chest level on the outermost garment of the employee and must be displayed at all times when within State buildings during and after normal business hours.
- F. Photo-identification passes shall be kept in the custody of the Offeror. It will be the responsibility of the Offeror to assure that the appropriate photo-identification pass is present on each employee when working on the Capitol Complex with the following exception, the custodial Offerors shall issue and collect the appropriate photo-identification passes to the employees each day. The Offeror shall return each pass to the Virginia Capitol Police when an individual's employment is terminated and shall return all passes to the Virginia Capitol Police at the expiration of the contract, unless a new contract is entered into. The Offeror shall also return any damaged passes. The Offeror shall notify the Virginia Capitol Police when any passes are lost, stolen or destroyed. The passes are issued for one year at a time. Illegal or unauthorized possession and/or use of the passes shall be prosecuted.
- G. All passes shall be of a form selected by the Virginia Capitol Police and shall contain at a minimum the photograph and fingerprint of the individual employee, date of issue, date of contract expiration, name of employee.
- H. Based upon the personal information submitted and such other information as it deems proper, the Virginia Capitol Police shall, based upon its sole judgment and discretion, issue security clearances to the Offeror's employees authorizing them to enter and work in State office buildings after normal business hours. Neither the Offeror nor any employee shall have any right to be issued a pass or any right to damages because a pass is not issued or if a pass is rescinded.
- I. Security clearances shall be required for each of the following buildings:
- | | |
|------------------------|----------------|
| State Capitol Building | Capitol Square |
|------------------------|----------------|

Rose-Lafoon Building	8 th and Franklin Streets
Governor's Mansion and Grounds	Capitol Square
Supreme Court Building	8 th and Franklin Streets
Tyler Building	13 th and Main Streets
General Assembly Building	910 Capitol Street
Consolidated Laboratory	6 th and Jackson
Ninth Street Office Building	9 th and Grace Streets
Eight Street Office Building	8 th and Broad Streets
State Library	12 th and Broad Streets
900 E. Main Street	900 E. Main Street
Old Memorial Hospital	1201 E. Broad Street
Central Highway Building	1221 E. Broad Street
Bell Tower	Capitol Square
James Madison Building	109 Governor Streets
James Monroe Building	101 N. 14 th Street
Jefferson Building	13 th and Bank Streets
Morson Row	219-223 Governor Street
Aluminum Building	215-217 Governor Street
Washington Building	12 th and Bank Streets
Zincke Building	203 Governor Street
Main Street Station	15 th and Main Streets
Highway Annex	1401 E. Broad Street
Powers/Taylor Building	13 S 13 th Street
Virginia Distribution Center	Riley Ridge Road
Office of Fleet Management	2400 W. Leigh Street
Other DGS Managed Facilities	To Be Determined

- J. The Virginia Capitol Police shall consider such factors as, but not limited to, criminal convictions and other conduct which in the judgment of the Virginia Capitol Police indicate a lack of trustworthiness of a degree as to deny employment in said building. Passes may be granted despite convictions where factors such as a long passage of time with good behavior indicate the necessary degree of trustworthiness exists. Security clearances may be rescinded at any time by the Virginia Capitol Police in its sole discretion based upon information obtained or the conduct of the employee. All such determinations, whether for the issuance or rescission of a security clearance, shall be made in the sole discretion of the Virginia Capitol Police. If the Virginia Capitol Police finds that any employee should not be issued a security clearance or that his clearance should be rescinded, the Virginia Capitol Police shall notify the Offeror as soon as possible and that employee shall not be allowed to enter the building thereafter, or in the instance of a reduction from a maximum to minimum security clearance, he shall not be allowed into a maximum security building. Capitol Police will notify the Department of General Services on revocations of badges and the Department of General Services will notify Capitol Police when an administration revocation is done. A revocation may be appealed to the Chief of the Capitol Police.
- K. The office of the Virginia Capitol Police shall normally be open for the purpose of photographing and completing necessary forms from 8:00 a.m. until 4:00 p.m., Monday through Friday, excluding holidays. Security clearances and photo-identification passes will normally be issued within forty-eight hours.
- L. The successful Offeror shall complete the following form and submit it to the designated Agency representative. The Agency will forward the information to the Capitol Police prior to the actual security clearance. The security clearance will not be done based on this form, but based on the employee actually going to the Capitol Police location and filling out the Capitol Police form.
- M. The Offeror, Capitol Police and the Department of General Services will perform a yearly audit of all badges to assure accuracy of all information provided and employment of the person holding the badge.
- N. The Department of General Services will inform the Capitol Police of all vendors having contracts that affect building ingress.

Security Clearance Request FormDate: _____To: VIRGINIA CAPITOL POLICE _____From: _____ (Offeror's Name)Via: _____ (Agency Representative)Re: _____1. SCOPE OF WORK:2. LOCATION OF WORK:3. CONTRACT START AND FINISH DATES:Start Date:Finish Date:4. OFFEROR'S INFORMATION: (Required for each person who will perform work under this contract on the Capitol Complex.)

- Name
- DOB and SSN:
- Home Address

5. AGENCY REPRESENTATIVE'S INFORMATION:

- Name:
- Telephone number:

6. SECURITY CLEARANCE REQUEST RESULT: Approved/Disapproved by the Virginia Capitol Police.

ATTACHMENT B:
Vendor Data Form

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your offer nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C:
Pricing Schedules

This shall be accompanied by the signature page to be considered a valid offer.

Services Charged	One-Time Set-Up Charge	Monthly Management Fee	
0 – 5,000 Cards	\$	\$	
5,001-15,000 cards	\$	\$	
15,001 – 25,000 Cards	\$	\$	
25,001 – 35,000 Cards	\$	\$	
35,0001 plus Cards	\$	\$	